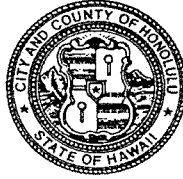


DEPARTMENT OF DESIGN AND CONSTRUCTION  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11<sup>TH</sup> FLOOR  
HONOLULU, HAWAII 96813  
Phone: (808) 768-8480 • Fax: (808) 768-4567  
Web site: [www.honolulu.gov](http://www.honolulu.gov)



PETER B. CARLISLE  
MAYOR

LORI M.K. KAHIKINA, P.E.  
DIRECTOR

CHRIS KASHIGE, P.E.  
DEPUTY DIRECTOR

RECEIVED  
CITY CLERK  
& COF HONOLULU  
2012 JUL 31 AM 9:50  
LA 1517

July 31, 2012

The Honorable Ernest Y. Martin, Chair  
and Members  
Honolulu City Council  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

Dear Chair Martin and Councilmembers:

Subject: Ma`ili Kai Subdivision, Unit 2-A

We request your consideration of the ensuing dedication documents conveying roadways and easement for public use in Waianae. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also, accompanying this letter is a map showing the roadways and easement to be dedicated and copies of the documents conveying the roadways and easement.

- (1) Deed conveying roadway Lots 8, 9, 10, 462, 463 and 464.

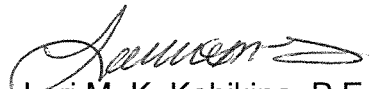
As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the Grant of Easement document be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances. We also recommend that the Mayor be authorized to execute the grant on behalf of the City and County of Honolulu.

- (1) Grant of Sewer Easement 3.

The Honorable Ernest Y. Martin, Chair  
and Members  
Page 2

Upon completion, please forward the documents to the Department of Design  
and Construction, Land Division for further processing.

Respectfully,

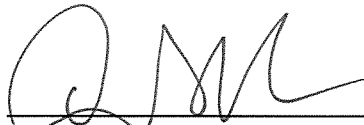


Lori M. K. Kahikina, P.E.  
Director

LMKK:ju

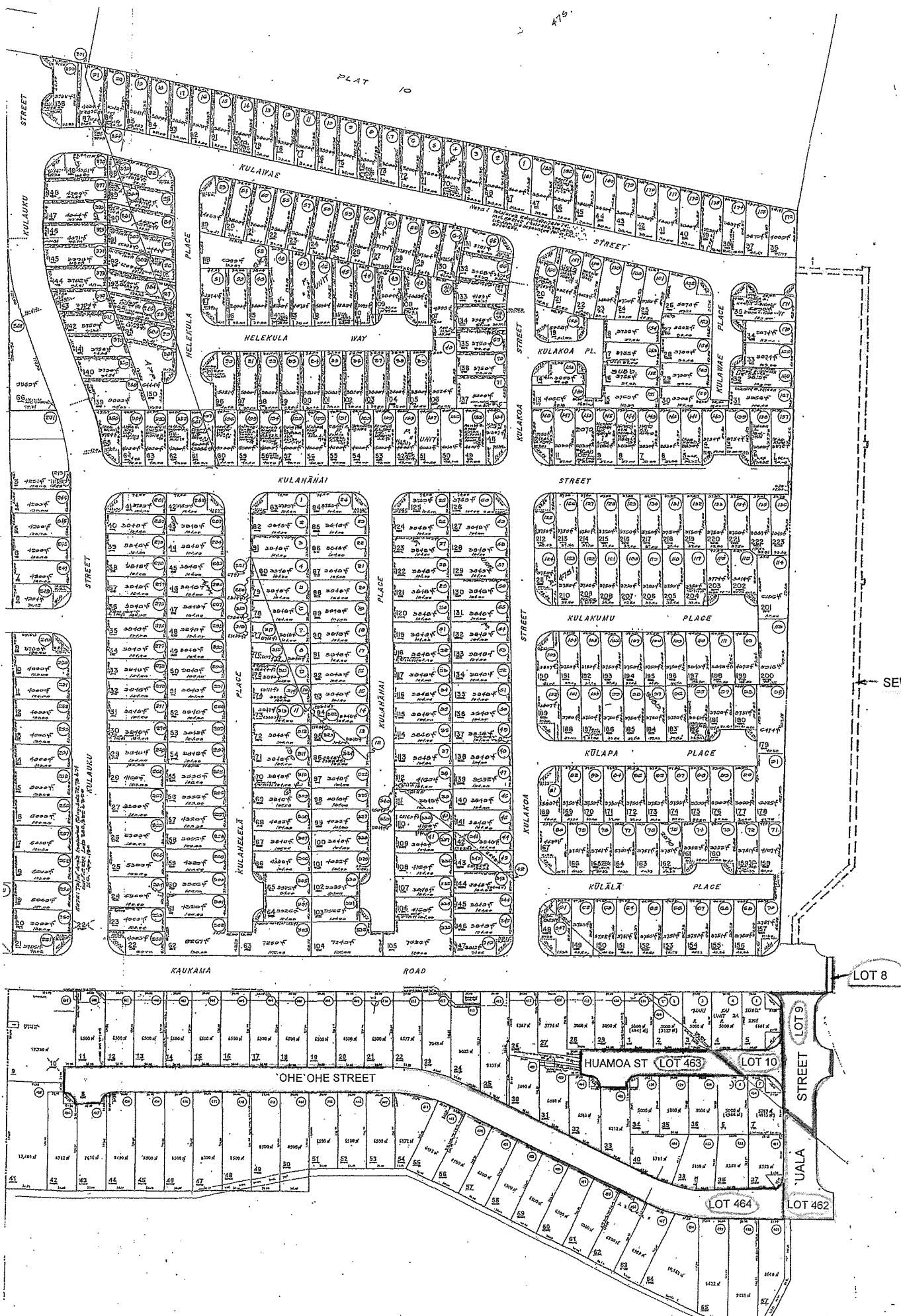
Enclosures (17)

APPROVED:



---

Douglas S. Chin  
Managing Director



---

AFTER RECORDATION MAIL[ ] PICKUP[ ] TO:

---

TITLE OF DOCUMENT:

DEDICATION DEED  
(Ma'ili Kai 2A)  
(Po'okela at Sea Country)

---

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON – SCHULER HOMES, LLC, dba D.R. Horton-Schuler Division,  
650 Iwilei Road, Suite 209, Honolulu, Hawaii 96817  
Grantee: City and County of Honolulu, Honolulu Hale, Honolulu, Hawaii 96813

---

PROPERTY DESCRIPTION:	LIBER/PAGE:
Lots 8, 9 and 10 (File Plan 2201) and Lots 462, 463, and 464 (Map 91)  TMK No. (Oahu) 8-7-45-8 (por.)	DOCUMENT NO.: TRANSFER CERTIFICATE OF TITLE NO(S): 604,294

---

DEDICATION DEED  
(Ma'ili Kai 2A)  
(Po'okela at Sea Country)

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made August 16, 2004, by and between D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, whose address is 650 Iwilei Road, Suite 209, Honolulu, Hawaii 96817, the successor in interest to Schuler Homes, Inc., a Delaware corporation, pursuant to that certain Warranty Deed recorded in the Land Court of the State of Hawaii as Document No. 2780545 and filed in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-031022, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee",

W I T N E S S E T H   T H A T :

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the property described in Exhibit "A" attached hereto and made a part hereof,

And the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto,

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee, its successors and assigns, forever.

And, for the consideration aforesaid, the Grantor does hereby for itself, its successors and assigns, covenant and agree with the Grantee, its successors and assigns, that it is seized in fee simple of the subject premises; that same are free and clear of and from all encumbrances, except as set forth in said Exhibit "A"; that the Grantor has good

right to sell and convey the same unto the Grantee, and that it will, its successors and assigns shall, WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

That when more than one person is involved in this Indenture, the terms "Grantor" and "Grantee" and related verbs and pronouns in the singular shall include the plural. Where and as appropriate, the masculine gender shall be deemed to include the feminine or neuter genders.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be duly executed on the day and year first above written.

D.R. HORTON – SCHULER HOMES, LLC,  
a Delaware limited liability company,  
dba D.R. Horton-Schuler Division

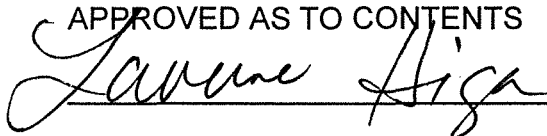
By VERTICAL CONSTRUCTION CORPORATION,  
a Delaware corporation  
Its Manager

By

  
Michael T. Jones  
Its Division President

"Grantor"

APPROVED AS TO CONTENTS



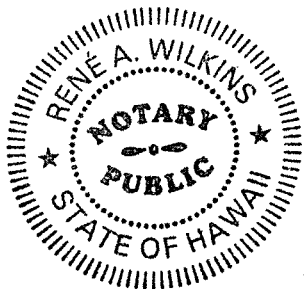
Department of Facility Maintenance

APPROVED AS TO FORM AND LEGALITY

  
Deputy Corporation Counsel

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On, AUGUST 16, 2004, before me personally appeared **MICHAEL T. JONES**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



René A. Wilkins

Notary Public, State of Hawaii

Type or print name: René A. Wilkins

My commission expires: MAR 30 2007

EXHIBIT "A"

Parcel First

Being all of those certain parcels of land described as follows:

	<u>Lot</u>	<u>Area</u>
<div>Description Compared and Checked Land Division <i>mw</i></div>	8	602 sq. ft.
	9	14,719 sq. ft.
	10	4,550 sq. ft.

as shown on map entitled "Maili Kai Subdivision Unit 2A" filed as File Plan 2201 in the Bureau of conveyances of the State of Hawaii.

Situate at Lualualei, District of Waianae, Oahu, State of Hawaii.

Being a portion of the land described in that certain Warranty Deed recorded in the Land Court of the State of Hawaii as Document No. 2780545 and filed in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-031022

Parcel Second

Being all of those certain parcels of land as shown on Map 91, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 130 of Alexander C. Dowsett, et al. being as follows:

	<u>Lot</u>	<u>Area</u>
<div>Description Compared and Checked Land Division <i>mw</i></div>	462	10,615 sq. ft.
	463	12,062 sq. ft.
	464	58,295 sq. ft.

Situate at Lualualei, District of Waianae, Oahu, State of Hawaii.

Being portions of the land described in Certificate of Title No. 604,294 issued to D.R. Horton – Schuler Homes, LLC, a Delaware limited liability company.

SUBJECT, HOWEVER, to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. As to Lots 9 and 10 of Parcel First Only
  - a. Easement 77

Dated: May 27, 2003  
Recorded: Document No. 2003-181652  
Purpose: Irrigation



b. Grant of Irrigation Easement (Easement 77) (Po'okela at Sea Country)

Dated:	August 16, 2004
Recorded:	Document No. 2004-185143
Purpose:	Irrigation
In favor of:	Sea Country Community Association, a Hawaii corporation

**END OF EXHIBIT "A"**

AFTER RECORDATION MAIL[ ] PICKUP [ ] TO:

City and County of Honolulu  
Division of Land Survey & Acquisition  
Phone No. 768-8724

Total Pages: 11

TITLE OF DOCUMENT:

GRANT OF SEWER EASEMENT  
(Po'okela – Ma'ili Kai IIA)

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON – SCHULER HOMES, LLC, dba D.R. Horton-Schuler Division, 650  
Iwilei Road, Suite 209, Honolulu, Hawaii 96817  
Grantee: City & County of Honolulu; Honolulu Hale, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:

Easement 3, File Plan 2201, affecting  
Lots 117 and 171, File Plan 2472

LIBER/PAGE:

DOCUMENT NO.:  
TRANSFER CERTIFICATE OF  
TITLE NO(S):

TMK No. (1) 8-7-010-023

Ma'ili Kai Phase IIA  
Sewer Esmt 3

GRANT OF SEWER EASEMENT  
(Po'okela – Ma'ili Kai IIA)

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made July 22, 2010, by and between D. R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company dba D.R. HORTON-SCHULER DIVISION, the address of which is 650 Iwilei Road, Suite 209, Honolulu, Hawaii 96817 (the "Declarant"), as successor in interest to Schuler Homes, Inc., a Delaware corporation hereinafter called the "Grantor", in accordance with that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Sea Country dated April 16, 2003, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2919955, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2003-075374, as the same may be amended and/or supplemented, pursuant to which Grantor has reserved the rights herein exercised, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee",

W I T N E S S E T H :

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain,

operate, repair and remove an underground sewer pipeline or pipelines, with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "easement area";

Together with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement area, such sewer pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Environmental Services and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said sewer system and easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass and ground cover within said easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said easement

area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation within the easement area, in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assign, without the written consent of the Grantor and that said consent will not be unreasonably withheld;

That any sewer pipeline or pipelines, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That in the event the Grantee shall at any time completely remove its sewer pipeline or pipelines from any parcel or parcels of land comprising the easement area and shall, for a period

of two (2) or more consecutive years, fail to reinstall any sewer pipeline through, under or across said parcel or parcels of land, or shall for a like period cease to maintain and operate a sewer system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein;

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns; and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu, and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns;

That the parcel(s) of land herein referred to as the "easement area" is more particularly described in Exhibit "A" attached hereto and made a part hereof.

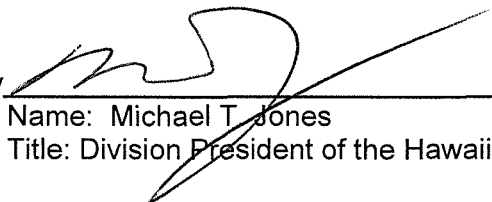
TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever,  
for the uses and purposes aforesaid.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on  
the day and year first above written.

D.R. HORTON – SCHULER HOMES, LLC,  
a Delaware limited liability company,  
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,  
a Delaware corporation.  
Its Manager

By   
Name: Michael T. Jones  
Title: Division President of the Hawaii Division

"Grantor"

CITY AND COUNTY OF HONOLULU

By \_\_\_\_\_  
PETER B. CARLISLE, Mayor

APPROVED AS TO CONTENTS

  
Department of Environmental Services

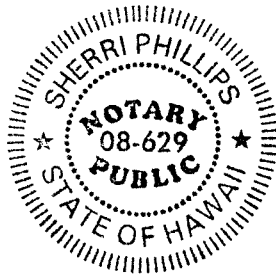
APPROVED AS TO FORM AND  
LEGALITY

  
Deputy Corporation Counsel



STATE OF HAWAII )  
 ) ss  
CITY AND COUNTY OF HONOLULU )

On July 22, 2010, before me personally appeared Michael T Jones, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person in the capacity shown, having been duly authorized to execute such instrument in such capacity.



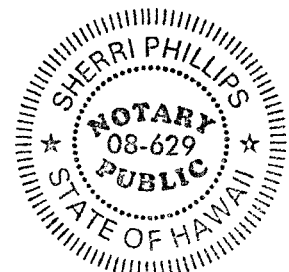
*Sherri Phillips*

Print name: Sherri Phillips

Notary Public, State of Hawaii

My commission expires: December 28, 2012

Date of Doc: Undated at time of notarization	# Pages: 11
Name of Notary: Sherri Phillips	Notes:
Doc. Description: Grant of Sewer Easement (Po'okela – Ma'ili Kai 11A)	
(stamp or seal)	
<i>Sherri Phillips</i>	7-22-10
Notary Signature	Date
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	



STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) : ss.

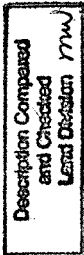
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me appeared PETER B. CARLISLE, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated July 22, 2010, containing 11 pages, being a Grant of Sewer Easement, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said PETER B. CARLISLE acknowledged the instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public, First Circuit of the State of  
Hawaii

\_\_\_\_\_  
Printed Name of Notary Public

My commission expires:

EXHIBIT "A"



All of that certain of parcel of land situate at Lualualei, District of Waianae, Oahu, State of Hawaii, being a portion of Easement 3, 13,451 square feet, more or less, as shown on the Map titled "Maili Kai Subdivision Unit 2A" being File Plan 2201 recorded in the Bureau of Conveyances of the State of Hawaii for sewer purposes, affecting Lots 117 and 171, as shown on the Map titled "Sea Country -- Area 7 Phase 1" being File Plan 2472 recorded in the Bureau of Conveyances of the State of Hawaii.

Being a portion of the land conveyed to D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, by Deed dated February 20, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-031022 and by Quitclaim Deed dated October 17, 2003, recorded as Document No. 2003-229702.

SUBJECT, HOWEVER, to the following:

1. Terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: UNILATERAL AGREEMENT AND DECLARATION FOR  
CONDITIONAL ZONING

RECORDED: Document No. 94-141242

2. Terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: DECLARATION OF RESTRICTIVE COVENANTS (BUFFER AREA)

DATED: December 26, 1995

FILED: Land Court Document No. 2280715

RECORDED: Document No. 95-166832

3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT: AMENDED AND RESTATED MASTER DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR SEA COUNTRY (FORMERLY KAIKEA)

DATED: April 6, 2003

FILED: Land Court Document No. 2919955

RECORDED: Document No. 2003-075374, as the same may be amended and/or  
supplemented

The foregoing Restated Declaration restates the original Declaration dated September 21, 1998, filed as Land Court Document No. 2486506, and recorded as Document No. 98-141444, and any amendments thereto.

GENERAL ASSIGNMENT OF DECLARANT'S RIGHTS dated February 20, 2002, recorded as Document No. 2002-031023, by and between Schuler Homes, Inc., a Delaware corporation, "Assignor", and D.R. Horton - Schuler Homes, LLC, a Delaware limited liability company, "Assignee".

Said Declaration was amended by Supplemental Declaration of Annexation (Area 4) dated November 17, 2004, recorded as Document No. 2004-242957, and dated --- (acknowledged April 27, 2005), recorded as Document No. 2005-085182.

4. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OR RESTRICTIVE COVENANTS FOR MAKALAE  
AT SEA COUNTRY  
DATED: May 4, 2010  
RECORDED: Document No. 2010-065719

5. -As to Lot 171-

Designation of Easement 58

PURPOSE: irrigation  
SHOWN: on File Plan 2472

Reserving to Grantor the right to grant the same without joinder or consent of the Grantee or joinder or consent of Grantee's mortgagee.

**END OF EXHIBIT "A"**